

ETC

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

BOOK 1232 PAGE 399

MAY 8 4 20 PM '72 TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R.M.C.

BOOK 1261 PAGE 180

WHEREAS, Pension Plan and Trust of L. & P. Enterprises, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto S. & M. Real Estate Co., Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

THIRTY-EIGHT THOUSAND, FIVE HUNDRED AND NO/100 -- Dollars (\$ 38,500.00) due and payable \$5,000.00, PLUS INTEREST, six months from date; \$11,000.00, plus interest on October 1, 1973; \$11,000.00 on October 1, 1974 and \$11,500.00 on October 1, 1975, plus interest

the lien of his Mortgage upon the payment of \$1,000.00 per acre to be applied in any instance to the payment of the Mortgage. For value received, S. & M. Real Estate Co., Inc. by J.H. Sitton, Pres.

do hereby assign, transfer and set over to Southern Bank & Trust Co., Piedmont, S.C. the within mortgage and the note which it secures with recourse, this 14th day of December, 1972.

For Mortgage to this Assignment see REM Book 1232 Page 399 S. & M. REAL ESTATE CO., INC.

Witness:

Geraldine Welch
Robert E. Nelson

RECORDING FEE PAID \$25

By: J.H. Sitton PRES. (Seal)
17727

ASSIGNMENT

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Assignment Recorded December 18, 1972 at 8:52 A. M., # 17727